

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA

Fill in this information to identify your case

Debtor 1	<b>Rigoberto Castillo, Jr.</b>
	Name: First Middle Last
Debtor 2	<b>Michelle Castillo</b>
(Spouse, if filing)	Name: First Middle Last
Case number: (If known)	<b>19-81213</b>

Check if this is an amended plan ☐

Amends plan dated: \_\_\_\_\_

## Chapter 13 Plan

### Part 1 Notices

**To Debtor(s):** This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with local rules, administrative orders, and judicial rulings may not be confirmable.

*In the following notice to creditors, you must check each box that applies. Your failure to check a box that applies renders that provision ineffective.*

**To Creditors:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the confirmation hearing, unless otherwise ordered. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is made. See Bankruptcy Rule 3015. In addition, a proper proof of claim must be filed in order to be paid under this plan.

The following matters may be of particular importance to you. Debtor(s) must check each box that applies. Debtor(s)' failure to check a box that applies renders that provision ineffective.

☒ The plan seeks to limit the amount of a secured claim, as set out in Part 3, § 3.2, which may result in a partial payment or no payment at all to the secured creditor.

☐ The plan requests the avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest as set out in Part 3, § 3.4.

☐ The plan sets out nonstandard provision(s) in Part 9.

### Part 2 Plan Payments and Length of Plan

**2.1 Debtor(s) will make regular payments to the trustee as follows:**

**\$300** per **Month** for **60** months

*Debtor(s) shall commence payments within thirty (30) days of the petition date.*

**2.2 Regular payments to the trustee will be made from future income in the following manner (check all that apply):**

☐ Debtor(s) will make payments pursuant to a payroll deduction. Debtor(s) request a payroll deduction be issued to:

☒ Debtor(s) will make payments directly to the trustee.

☐ Other (specify method of payment)

**2.3 Income tax refunds and returns. Check one.**

Debtor

**Rigoberto Castillo, Jr.  
Michelle Castillo**Case number **19-81213**

Eff (01/01/2019)

- ☒ Debtor(s) will retain any income tax refunds received during the plan term.
- ☐ Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee income tax refunds received during the plan term, if any.
- ☐ Debtor(s) will treat income tax refunds as follows:
- 
- ☐ Debtor(s) believe they are not required to file income tax returns and do not expect to receive tax refunds during the plan term.

**2.4 Additional Payment** *Check all that apply.*

- ☒ **None.** *If "None" is checked, the rest of § 2.4 need not be completed or reproduced.*

**2.5 Adequate Protection Payments**

Any adequate protection payments shall be made as part of this plan; see Part 3 or Part 9 for details. The secured creditor must file a proof of claim in order to receive payment. Unless otherwise ordered, adequate protection payments through the trustee shall be made as funds are available after the proof of claim is properly filed.

**Part 3 Treatment of Secured Claims****3.1 Maintenance of payments and cure of defaults, if any, on long-term secured debts.** *Check one.*

- ☒ **None.** *If "None" is checked, the rest of § 3.1 need not be completed or reproduced.*

**3.2 Request for valuation of security, claim modification, and hearing on valuation.** *Check one.*

- ☐ **None.** *If "None" is checked, the rest of § 3.2 need not be completed or reproduced.*

**The rest of § 3.2 will be effective only if the applicable box in Part 1 of this plan is checked.**

- ☒ Debtor(s) request that the court determine the value(s) of the collateral and the amount(s) of the secured claim(s) listed below. For each nongovernmental secured claim listed below, Debtor(s) state that the amount of the secured claim should be the *lesser* of (a) the amount of the secured claim listed on the creditor's proof of claim and (b) the amount set out in the column headed *Amount of Secured Claim*. For each listed claim, the amount of the secured claim will be paid in full with interest at the rate stated below. *If a nongovernmental creditor timely objects to the proposed value of the creditor's collateral or the proposed amount of the creditor's secured claim, the confirmation hearing shall include a valuation hearing pursuant to 11 U.S.C. § 506 and Bankruptcy Rule 3012 unless otherwise ordered. If a nongovernmental creditor whose claim is listed below fails to timely object, the creditor shall be deemed to have accepted the amount and treatment of the creditor's secured claim as set forth below.*

For nongovernmental creditors, unless otherwise provided by this plan or otherwise ordered, the portion of any allowed claim that exceeds the amount of the secured claim listed below will be treated as an unsecured claim under Part 5 of this plan, and, if the amount of a creditor's secured claim is listed below as having a value of zero, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 of this plan. For nongovernmental creditors, unless otherwise ordered, the amount of the creditor's total claim listed on the proof of claim or amended proof of claim controls over any contrary amounts listed below, but the amount of that creditor's secured claim, the value of the collateral, and the interest rate are controlled by the plan.

The holder of any claim listed below as having value in the column headed *Amount of Secured Claim* will retain the lien until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) discharge under 11 U.S.C. § 1328(a), at which time the lien will terminate and be released by the creditor.

For secured claims of governmental units, unless otherwise ordered, the value of a secured claim listed in a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount listed below.

Name of Creditor	Monthly Adequate Protection Payment	Estimated Amount of Creditor's Total Claim	Collateral	Value of Collateral	Amount of Secured Claim	Interest Rate	Monthly Fixed Payment to Creditor	Monthly Fixed Payment to Begin
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Name of Creditor	Monthly Adequate Protection Payment	Estimated Amount of Creditor's Total Claim	Collateral	Value of Collateral	Amount of Secured Claim	Interest Rate	Monthly Fixed Payment to Creditor	Monthly Fixed Payment to Begin
Capital One Auto Finance	\$64.00	\$11,090.00	2014 Hyundai Elantra	\$6,400.00	\$6,400.00	5.25%	\$267.00	

**3.3 Secured claims excluded from 11 U.S.C. § 506 and fully secured claims. Check one.**

☒ **None.** If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

**3.4 Section 522(f) judicial lien and nonpossessory, nonpurchase-money ("Non-PPM") security interest avoidance. Check all that apply.**

☒ **None.** If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

**3.5 Surrender of collateral. Check one.**

☒ **None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

**Part 4 Treatment of Fees and Priority Claims****4.1 General**

Trustee's fees will be paid in full. Except as set forth in § 4.5, allowed priority claims also will be paid in full, without interest.

**4.2 Chapter 13 case filing fee. Check one.**

- ☒ Debtor(s) intend to pay the Chapter 13 case filing fee through the plan.  
☐ Debtor(s) intend to pay the Chapter 13 case filing fee directly to the Clerk of Court.

**4.3 Attorney's fees.**

The total fee requested by Debtor(s)' attorney is **\$3,500.00**. The amount of the attorney fee paid prepetition is **\$110.00**. The balance of the fee owed to Debtor(s)' attorney is **\$3,390.00**, payable as follows (*check one*):

- ☐ \$ at confirmation and \$ per month thereafter until paid in full, or  
☒ in accordance with any applicable administrative order regarding fees entered in the division where the case is pending.

**4.4 Priority claims other than attorney's fees and domestic support obligations. Check one.**

- ☐ **None.** If "None" is checked, the rest of § 4.4 need not be completed or reproduced.  
☒ The other priority claims are listed below. Unless otherwise ordered, the amount of the creditor's priority claim listed on the proof of claim or amended proof of claim controls over any contrary amount listed below.

Name of Creditor	Estimated Amount of Claim to be Paid	Monthly Fixed Payment, if any, to Creditor	Monthly Fixed Payment, if any, to Begin
Internal Revenue Service	\$5,000.00		

**4.5 Domestic support obligations. Check one.**

☒ **None.** If "None" is checked, the rest of § 4.5 need not be completed or reproduced.

**Part 5 Treatment of Nonpriority Unsecured Claims****5.1 Nonpriority unsecured claims not separately classified.**

Allowed nonpriority unsecured claims that are not separately classified will be paid pro rata.

**5.2 Percentage, Base, or Pot Plan. Check one.**

Debtor

**Rigoberto Castillo, Jr.  
Michelle Castillo**

Case number **19-81213**

Eff (01/01/2019)

- ☐ 100% Repayment Plan. This plan proposes to pay 100% of each allowed nonpriority unsecured claim.  
☐ Percentage Plan. This plan proposes to pay \_\_\_\_% of each allowed nonpriority unsecured claim.  
☐ Pot Plan. This plan proposes to pay \$\_\_\_\_, distributed pro rata to holders of allowed nonpriority unsecured claims.  
☒ Base Plan. This plan proposes to pay \$ **18,000.00** to the trustee (plus any tax refunds, lawsuit proceeds, or additional payments pursuant to §§ 2.3 and 2.4). Holders of allowed nonpriority unsecured claims will receive the funds remaining, if any, after disbursements have been made to all other creditors provided for in this plan

**5.3 Interest on allowed nonpriority unsecured claims not separately classified. Check one.**  
☒ **None.** If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

**5.4 Maintenance of payments and cure of any default on long-term nonpriority unsecured claims. Check one.**  
☒ **None.** If "None" is checked, the rest of § 5.4 need not be completed or reproduced.

**5.5 Other separately classified nonpriority unsecured claims. Check one.**  
☒ **None.** If "None" is checked, the rest of § 5.5 need not be completed or reproduced.

**Part 6 Executory Contracts and Unexpired Leases**

**6.1 The executory contracts and unexpired leases listed below are assumed, will be treated as specified, and any defaults cured. Check one.**  
☒ **None.** If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

**6.2 The executory contracts and unexpired leases listed below are rejected: Check one.**  
☒ **None.** If "None" is checked, the rest of § 6.2 need not be completed or reproduced.

**Part 7 Sequence of Payments**

**7.1 Unless otherwise ordered, the trustee will make the monthly payments required in Parts 3 through 6 in the sequence of payments set forth in the administrative order for the division in which this case is pending.**

**Part 8 Vesting of Property of the Estate**

**8.1 Property of the estate will vest in Debtor(s) (check one):**

- ☒ Upon plan confirmation.  
☐ Upon entry of Discharge

**Part 9 Nonstandard Plan Provisions**

☒ **None.** If "None" is checked, the rest of Part 9 need not be completed or reproduced.

**Part 10 Signatures:**

**Signature(s) of Debtor(s) required.**

**Signature(s) of Debtor(s) (required):**

X /s/ Rigoberto Castillo, Jr.  
Rigoberto Castillo, Jr.

Date **May 2, 2019**

X /s/ Michelle Castillo

Date **May 2, 2019**

Chapter 13 Plan

Page 4 of 5

Debtor **Rigoberto Castillo, Jr.**  
**Michelle Castillo**

Case number **19-81213**

Eff (01/01/2019)

**Michelle Castillo**

Signature of Attorney for Debtor(s):

X /s/ John C. Larsen

Date **May 2, 2019**

**John C. Larsen**  
**1733 Winchester Road**  
**Huntsville, AL 35811**  
**256-859-3008**

Name/Address/Telephone/Attorney for Debtor(s):

**By filing this document, Debtor(s), if not represented by an attorney, or the Attorney for Debtor(s) certifies that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in this district's Local Form, other than any nonstandard provisions included in Part 9.**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
NORTHERN DIVISION

In Re: Rigoberto Castillo Jr.	)	
SSN: XXX-XX-7768	)	
	)	
Michelle Castillo	)	Chapter 13
SSN: XXX-XX-6693	)	Case No: 19-81213
	)	
	)	
Debtor(s),	)	

Debtors' Affidavit

Our names are Rigoberto and Michelle Castillo. We are the debtor and codebtor in the above-styled case. We are over the age of nineteen and are competent to give the testimony contained in this Affidavit.

We are presently the owners of a **2014 Hyundai Elantra**. This vehicle is in good condition and has approximately **88,000** miles on it.

Attached to this affidavit, is the current NADA listings with regard to this vehicle. The average of the NADA values is **\$6,400.00**. Based on our personal knowledge of the vehicle's condition, we agree that this is the accurate value for the vehicle.

The Lienholder on this claim is Capital One Auto Finance. This claim has been included in our bankruptcy case.

DATED this the 2<sup>nd</sup> day of May, 2019.

/s/ Rigoberto Castillo Jr.  
Debtor

/s/ Michelle Castillo  
Co-Debtor



## NADAguides Value Report 5/2/2019

## 2014 Hyundai Elantra

## Sedan 4D SE I4

## Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$4,775	\$5,700	\$6,450	\$8,250
Mileage (88,000)	-\$575	-\$575	-\$575	-\$575
Total Base Price	\$4,200	\$5,125	\$5,875	\$7,675

## Options (add)

<b>Price + Options</b>	<b>\$4,200</b>	<b>\$5,125</b>	<b>\$5,875</b>	<b>\$7,675</b>
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Certified Pre-Owned (CPO)				+\$750
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<b>Certified Price with Options</b>				<b>\$8,425</b>
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**Rough Trade-In** - Rough Trade-in values reflect a vehicle in rough condition. Meaning a vehicle with significant mechanical defects requiring repairs in order to restore reasonable running condition. Paint, body and wheel surfaces have considerable damage to their finish, which may include dull or faded (oxidized) paint, small to medium size dents, frame damage, rust or obvious signs of previous repairs. Interior reflects above average wear with inoperable equipment, damaged or missing trim and heavily soiled /permanent imperfections on the headliner, carpet, and upholstery. Vehicle may have a branded title and un-true mileage. Vehicle will need substantial reconditioning and repair to be made ready for resale. Some existing issues may be difficult to restore. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

**Average Trade-In** - The Average Trade-In values on nadaguides.com are meant to reflect a vehicle in average condition. A vehicle that is mechanically sound but may require some repairs/servicing to pass all necessary inspections; Paint, body and wheel surfaces have moderate imperfections and an average finish and shine which can be improved with restorative repair; Interior reflects some soiling and wear in relation to vehicle age, with all equipment operable or requiring minimal effort to make operable; Clean title history; Vehicle will need a fair degree of reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

**Clean Trade-In** - Clean Trade-In values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Vehicle will need minimal reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

**Clean Retail** - Clean Retail values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition. Note: Vehicles with low mileage that are in exceptionally good condition and/or include a manufacturer certification can be worth a significantly higher value than the Clean Retail price shown.



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
NORTHERN DIVISION

In Re: Rigoberto Castillo Jr.	)	
SSN: XXX-XX-7768	)	
	)	
Michelle Castillo	)	Chapter 13
SSN: XXX-XX-6693	)	Case No: 19-81213
	)	
	)	
Debtor(s),	)	

**CERTIFICATE OF SERVICE**

The undersigned certifies that a copy of the Chapter 13 Plan has been served upon all creditors listed on the matrix electronically or by depositing copies for the creditors listed below in the United States Mail, properly addressed and postage prepaid, on this the 2<sup>nd</sup> day of May, 2019.

A copy was served electronically on Michele Hatcher, Chapter 13 Trustee, on this the 2<sup>nd</sup> day of May, 2019.

/s/ John C. Larsen



Label Matrix for local noticing  
1126-8  
Case 19-81213-CRJ13  
NORTHERN DISTRICT OF ALABAMA  
Decatur  
Thu May 2 14:45:39 CDT 2019

Capital One Auto Finance  
Attn: Bankruptcy  
Po Box 30285  
Salt Lake City, UT 84130-0285

Fortiva  
Attn: Bankruptcy  
Po Box 105555  
Atlanta, GA 30348-5555

LVNV Funding, LLC  
Resurgent Capital Services  
PO Box 10587  
Greenville, SC 29603-0587

Portfolio Recovery  
Po Box 41021  
Norfolk, VA 23541-1021

John C. Larsen  
Larsen Law, P.C.  
1733 Winchester Rd  
Huntsville, AL 35811-9190

Rigoberto Castillo Jr.  
104 Kings Cove Circle  
Madison, AL 35756-8295

Capital One Auto Finance, a division of Capi  
4515 N Santa Fe Ave. Dept. APS  
Oklahoma City, OK 73118-7901

Credit Collection Services  
Attn: Bankruptcy  
725 Canton St  
Norwood, MA 02062-2679

Internal Revenue Service  
P.O Box 7346  
Philadelphia, PA 19101-7346

LVNV Funding/Resurgent Capital  
Attn: Bankruptcy  
Po Box 10497  
Greenville, SC 29603-0497

Receivables Performance Mgmt  
Attn: Bankruptcy  
Po Box 1548  
Lynnwood, WA 98046-1548

Michele T. Hatcher  
Chapter 13 Trustee  
P.O. Box 2388  
Decatur, AL 35602-2388

End of Label Matrix  
Mailable recipients 18  
Bypassed recipients 0  
Total 18

U. S. Bankruptcy Court  
400 Well Street  
P. O. Box 2775  
Decatur, AL 35602-2775

First Premier Bank  
Attn: Bankruptcy  
Po Box 5524  
Sioux Falls, SD 57117-5524

Jefferson Capital Systems, LLC  
Po Box 1999  
Saint Cloud, MN 56302

Merrick Bank/CardWorks  
Attn: Bankruptcy  
Po Box 9201  
Old Bethpage, NY 11804-9001

Verizon Wireless  
Attn: Verizon Wireless Bankruptcy Admini  
500 Technology Dr, Ste 550  
Weldon Spring, MO 63304-2225

Michelle Castillo  
104 Kings Cove Circle  
Madison, AL 35756-8295